



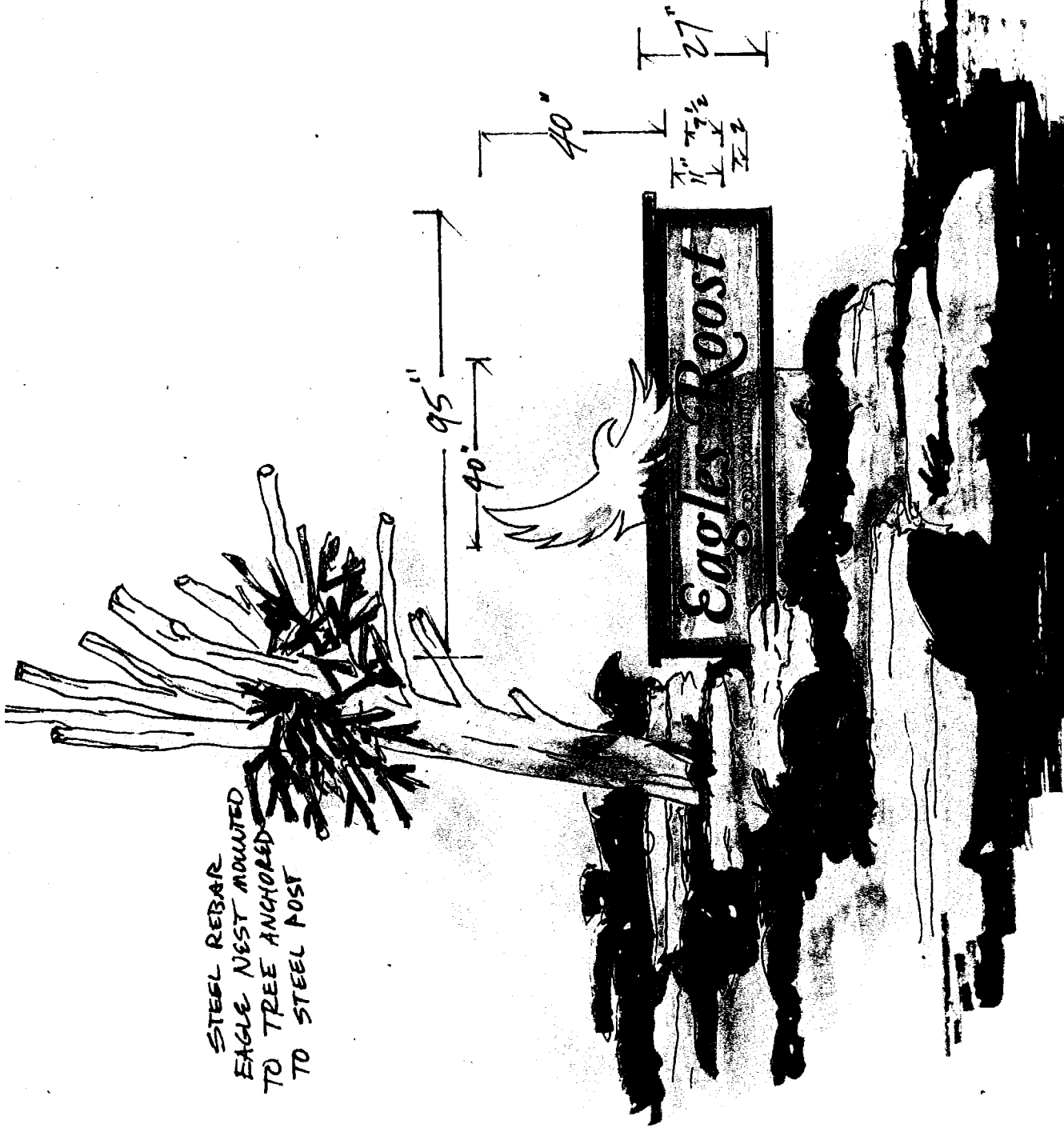
Eagles Roost

CONDOMINIUMS

PUD Narrative

1. PUD Objective: It is the objective of this PUD development to create sites for 68 duplex condominium buildings (136 total units). Twelve (12) units will have view and all units will have use of the 2.9 acre pond and 16.8 acres of open space. The PUD allows creativity in the design of the private roadways, building placement, open space, walkways, and landscaping over traditional subdivision options.
2. Qualifying Conditions:
 - a) PUD Acreage = 45.35 acres.
 - b) All building-sites will be served with public sanitary sewer and watermain.
 - c) The applicant is the owner of all properties within the PUD Development
 - d) The PUD complies with the intent of the master plan which calls for this area to be LDR (2 to 3 units / acre). Proposed permitted density is 3 units per acre.
 - e) The PUD does provide for safe and abundant pedestrian access and movement. Sidewalks are provided along 36th Avenue, walkway connections to and through the open space, walkway around the pond, and a sidewalk for an interconnection to Box Elder Drive is provided.
 - f) Coordinated architectural forms will be provided throughout the development.
 - g) PUD provides for safe and efficient movement of traffic. Multiple looped roadways are provided for safe internal traffic movement and a secondary connection to Box Elder Drive is provided for emergency vehicle access between developments. Visitor parking spaces are provided along the private roadways to minimize on-street parking.
 - h) 16.8 acres of open space is provided which include the 2.9 acre pond and surrounding property. The open space area exceeds the 20% minimum requirement.
3. Project Phasing:
 - Phase 1 – Buildings 1-33 (2016 - 2018 construction).
 - Phase 2 – Buildings 34-68 (2018 – 2020 construction, market dependent).
4. A draft example of the proposed condominium bylaws has been provided to the township for review.

STEEL REBAR
EAGLE NEST MOUNTED
TO TREE ANCHORED
TO STEEL POST



SANDBLASTED CEDAR SIGN W/RAISED COPY
1" BORDER, ALUMINUM CAP & END TRIM, HDU OR PVC
EAGLE. SIGN STRUCTURE MOUNTED TO CONCRETE BASE.

3/8" = 1'0"

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- c. *Amendment to master deed.* In the event the project continues after the taking by eminent domain, the remaining portion of the project shall be resurveyed and the master deed amended accordingly. If any unit shall have been taken, section 5 of the master deed shall also be amended to reflect the taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing total value of the condominium of 100 percent. The amendment may be completed by an officer of the association duly authorized by the board without the necessity of execution or specific approval by any co-owner.
- d. *Notice to mortgagees.* In the event any unit in the condominium, the common elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the association shall promptly notify each holder of a publicly recorded mortgage lien on any of the units in the condominium.
- e. *Inconsistent provisions.* To the extent not inconsistent with the provisions of this section, section 133 of the act ("contractible projects") shall control upon any taking by eminent domain.

Section 7

USE AND OCCUPANCY RESTRICTIONS

7.1 Residential Use. Condominium units shall be used exclusively for residential occupancy and no unit or appurtenant common element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the unit or neighborhood, are permitted as incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted on any unit. To be permitted as a "home occupation," there must be: (1) no sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling; (2) no goods or commodities shall be kept for viewing and/or sale upon the unit or within the project; and (3) no mechanical or electrical equipment is used, other than personal computers and other office equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, foster home, group home, animal hospital, or any other form of animal care and/or treatment such as dog trimming, be considered as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

7.2 Common Areas. The common elements shall be used only by the co-owners of units in the condominium and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective units, and for other purposes incidental to use of the units; provided, that any parking areas, storage facilities, or other common elements designed for a specific purpose shall be used only for those purposes or other uses approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed,

damaged, or unreasonably interfered with by any co-owner, and shall be subject to any lease or easement presently in existence or entered into by the board at some future date that affects all or any part of the common elements. Parking shall be permitted only on one side of the street, to be specified by the Association. The common areas that consist of easement rights over the adjacent plat, Unity Timbers, may be used by the owners of lots in the plat.

7.3 Use and Occupancy Restrictions. In addition to the general requirements of sections 7.1 and 7.2, the use of the project and its common elements by any co-owner shall be subject to the following specific restrictions:

- a. *Exterior changes.* No co-owner shall make any additions, alterations, or modifications to any of the common elements, nor make any changes to the exterior appearance or structural elements of the unit without the prior written approval of the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. Any co-owner may make alterations, additions, or improvements within the co-owner's unit without the prior approval of the board, but the co-owner shall be responsible for any damage to other units, the common elements, or the property resulting from such alterations, additions, or improvements.
- b. *Unit rental.* No portion of a unit may be rented, and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire unit together with its appurtenant limited common elements for residential purposes in the manner permitted by these bylaws.
- c. *Nuisances.* No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the project by the co-owners. No unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the unit to appear in an unclean or untidy condition. No substance or material shall be kept on a unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding units.
- d. *Prohibited uses.* No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any unit or on the common elements that will increase the rate of insurance for the project without the prior written consent of the association. No co-owner shall permit anything to be done or kept in the co-owner's unit or elsewhere on the common elements that will result in the cancellation of insurance on any unit or any part of the common elements, or that will be in violation of any law.
- e. *Signs.* No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, not larger than four square feet in size, advertising a unit for sale) that are visible from the exterior of the unit or from the common elements shall be displayed on any unit without written permission from the association or its managing agent.
- f. *Personal property.* No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside a unit. This

restriction shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a unit; provided, that no such furniture or other personal property shall be stored during the winter season on any open patio, deck, or balcony that is visible from another unit or from the common elements of the project.

- g. *Firearms and weapons.* No co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles, or devices anywhere on or about the property.
- h. *Pets and animals.* No animals of any kind may be kept or maintained in any unit except for no more than a total of two of any combination of domestic dogs and domestic cats, and/or two caged birds, without the prior written consent of the association, which consent, if given, may be revoked at any time by the association. No exotic, savage, or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the board of directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the common elements or within any unit (except the unit owned by the owner of such animal), and the owner of each pet shall be responsible for cleaning up after it.

The association may charge a co-owner maintaining animals a reasonable supplemental assessment if the association determines that such an assessment is necessary to defray additional maintenance costs to the association of accommodating animals within the condominium. The association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the condominium that it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the condominium property shall indemnify and hold the association harmless from any loss, damage, or liability that the association may sustain as a result of the presence of such animal on the condominium property.

- i. *Recreational vehicles.* No recreational vehicles, snowmobiles, boats, trailers or vehicles other than automobiles and light trucks shall be parked or stored anywhere on the property, except within a unit's garage, with the garage door closed, without the written approval of the association, or for a period of up to 48 hours for the purpose of loading and unloading. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.
 - j. *Occupancy limitations.* No more than 4 persons shall permanently occupy or reside in any two-bedroom unit, and no more than 5 persons shall permanently occupy or reside in any unit with three or more bedrooms, without the express
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prior written approval of the association. In the event that a violation of this restriction by a family in occupancy of a unit results from the birth or adoption of a child, or the marriage or remarriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time to cure such violation or otherwise dispose of the unit.

- k. *Satellite dishes.* A co-owner may install a satellite dish on the co-owner's unit, subject to reasonable prior written approval by the association as to size, location, color, and screening. To the extent required by applicable federal law, the association's regulations shall not unreasonably impair a co-owner's installation, maintenance, or use of the satellite dish.
- l. *Application of restrictions.* Unless there is an election to arbitrate pursuant to these bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this section has occurred shall be submitted to the board, which shall conduct a hearing and render a decision in writing; the decision shall be binding upon all co-owners and other parties having an interest in the project.
- m. *Use of common elements.* The general common elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking), and co-owners shall not personally use or obstruct any guest parking areas that may be located on the common elements of the project without the prior consent of the association. No co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the common elements or that affects an association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any co-owner either in the co-owner's unit or upon the common elements that despoils the appearance of the condominium.
- n. *Vehicle limitations.* Each unit may have a maximum of 3 vehicles, 2 of which must be parked in the garage.
- o. *Prohibitions Regarding Pond.* The pond located within the Condominium is burdened by an easement in favor of Lots 17-25 in the adjacent Plat, and may not be used by any co-owners for irrigation, recreation or otherwise. No fertilizer shall be applied within fifty feet (50') of the pond. No irrigation shall be permitted from the pond.

7.4 Zoning Compliance. In addition to the restrictions contained in this section, the use of any unit must satisfy the requirements of the zoning ordinances of the municipality in which the project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from the municipality.

7.5 Rules of Conduct. Additional rules and regulations consistent with the act, the master deed, and these bylaws concerning the use of units and common elements may be promulgated and amended by the board. Copies of such rules and regulations must be furnished by the board to each co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60 percent or more of all co-owners.

7.6 Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the co-owners and all other persons interested in the condominium. If at any time the association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair, and/or replace any common elements or to do any landscaping required by these bylaws and to charge the cost to the association as an expense of administration. The developer shall have the right to enforce these bylaws throughout the development and sales period, which right of enforcement shall include (without limitation) an action to restrain the association or any co-owner from any prohibited activity.

7.7 Co-owner Enforcement. An aggrieved co-owner will also be entitled to compel enforcement of the condominium documents by action for injunctive relief and/or damages against the association, its officers, or another co-owner in the project.

7.8 Remedies on Breach. In addition to the remedies granted by these bylaws for the collection of assessments, the association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section, to enter the unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the co-owner of the unit will reimburse the association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the association to enforce restrictions in the future.

7.9 Reserved Rights of Developer. The restrictions contained in this section shall not apply to the commercial activities of the developer during the development and sales period. The developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and such access to, from, and over the property as may be reasonable to enable development and sale of the entire project. The Developer may modify floor plans or develop new floor plans. The front elevation of modified or new floor plans will remain consistent with the style of other units.

7.10 Assignment and Succession. Any of the rights granted to or reserved by the developer in the condominium documents or by law may be assigned by it to any other entity or to the association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the developer and recorded in the public records of the county in which the project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the developer in the condominium documents.

Section 8

MORTGAGES

8.1 Notice to Association. Any co-owner who mortgages a unit shall notify the association of the name and address of the mortgagee (referenced in this section as a "mortgagee"), and the association will maintain such information. The information relating to mortgagees will be made available to the developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagee concerning actions requiring consent or notice to mortgagees under the condominium documents or the act.

8.2 Insurance. The association shall notify each mortgagee of the name of each

company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

8.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation, a mortgagee has the following rights:

- a. *Inspection and notice.* Upon written request to the association, a mortgagee will be entitled to: (1) inspect the books and records relating to the project upon reasonable notice; (2) receive a copy of the annual financial statement that is distributed to co-owners; (3) notice of any default under the condominium documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (4) notice of all meetings of the association and its right to designate a representative to attend the meetings.
- b. *Exemption from restrictions.* A mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage or by deed in lieu of foreclosure, shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged unit in the condominium documents.
- c. *Past-due assessments.* A mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage, or by deed in lieu of foreclosure, shall take the unit free of any claims for unpaid assessments on charges against the mortgaged unit that accrue prior to the time the mortgagee comes into possession, except for assessments having priority as liens against the unit or claims for a pro rata share of such assessments or charges resulting from a reallocation of such assessments charged to all units including the mortgaged unit.

8.4 Additional Notification. When notice is to be given to a mortgagee, the board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of units in the condominium if the board has notice of such participation.

Section 9

LEASES

9.1 Notice of Lease. A co-owner, including the developer, intending to lease a unit, shall disclose that fact in writing to the association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the association with a copy of the lease form. No unit shall be leased for a period of less than 90 days without the prior written consent of the association.

9.2 Terms of Lease. Non-co-owner occupants of a unit shall comply with all the conditions of the condominium documents of the project, and all lease and rental agreements must require such compliance.

9.3 Remedies of Association. If the association determines that any non-co-owner occupant has failed to comply with any conditions of the condominium documents, the association may take the following action:

- a. *Notice.* The association shall notify the co-owner of the unit by certified mail

advising of the alleged violation by the non-co-owner occupant.

- b. *Investigation.* The co-owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-co-owner occupant or to advise the association that a violation has not occurred.
- c. *Legal action.* If, after 15 days, the association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against both the co-owner and the non-co-owner occupant for breach of the conditions of the condominium documents. The relief provided for in this section may be by summary proceeding. The association may hold both the non-co-owner occupant and the co-owner liable for any damages to the common elements caused by the co-owner or non-co-owner occupant in connection with the unit or the project.

9.4 Liability for Assessments. If a co-owner is in arrears to the association for assessments, the association may give written notice of the arrearage to a non-co-owner occupant occupying the co-owner's unit under a lease or rental agreement and the non-co-owner occupant, after receiving such notice, shall deduct from rental payments due the co-owner the full arrearage, and future assessments as they fall due, and pay them to the association. Such deductions shall not be a breach of the lease agreement by the non-co-owner occupant.

Section 10

TRANSFER OF UNITS

10.1 Unrestricted Transfers. An individual co-owner may, without restriction under these bylaws, sell, give, devise, or otherwise transfer the co-owner's unit, or any interest in the unit.

10.2 Notice to Association. Whenever a co-owner shall sell, give, devise, or otherwise transfer the co-owner's unit, or any interest in the unit, the co-owner shall give written notice to the association within five days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

Section 11

ARBITRATION

11.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the master deed, bylaws, or other condominium documents, and any disputes, claims, or grievances arising among or between co-owners or between co-owners and the association may, upon the election and written consent of the parties to the dispute, claim, or grievance, and written notice to the association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The commercial arbitration rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

11.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the developer and any claimant with respect to any claim against the developer that might be the subject of a civil action, provided that:

- a. *Purchaser's option.* At the exclusive option of a purchaser or co-owner in the
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project, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, unit, or the project.

- b. *Association's option.* At the exclusive option of the association of co-owners, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim arises out of or relates to the common elements of the project, if the amount of the claim is \$10,000 or less.

11.3 Preservation of Rights. Election by any co-owner or by the association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 12

OTHER PROVISIONS

12.1 Definitions. All terms used in these bylaws will have the same meaning assigned by the master deed to which the bylaws are attached, or as defined in the act.

12.2 Severability. In the event that any of the terms, provisions, or covenants of these bylaws or of any condominium document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of such documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

12.3 Notices. Notices provided for in the act, master deed, or bylaws shall be in writing and shall be addressed to the association at its registered office in the State of Michigan and to any co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The association may designate a different address for notices to it by giving written notice of such change of address to all co-owners. Any co-owner may designate a different address for notices by giving written notice to the association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid or when delivered in person.

12.4 Amendment. These bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed in the master deed.

12.5 Conflicting Provisions. In the event of a conflict between the act (or other laws of the State of Michigan) and any condominium document, the act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the condominium documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the master deed, including the condominium subdivision plan (but excluding these bylaws);
2. these condominium bylaws;
3. the articles of incorporation of the association;

4. the association bylaws;
 5. the rules and regulations of the association; and
 6. the disclosure statement.
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